

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PAUL QUATINETZ, individually and on
behalf of a class

Plaintiff,

Case No. 7:19-cv-8576

vs.

ECO SHIELD PEST CONTROL
NEW YORK CITY LLC and
OPTIO SOLUTIONS, LLC

Defendants.

DEFENDANT OPTIO SOLUTIONS, LLC'S ANSWER TO PLAINTIFF'S COMPLAINT

Defendant Optio Solutions, LLC ("Defendant"), by and through its undersigned counsel, Lippes Mathias Wexler Friedman LLP, and for its Answer to Plaintiff Paul Quatinetz's ("Plaintiff") Complaint, upon information and belief, states as follows:

COMPLAINT-CLASS ACTION

1. Plaintiff's Complaint speaks for itself and a response is not required. To the extent a response is required, Defendant denies each and every allegation in Paragraph 1.
2. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 2, and therefore denies same.
3. The allegations in Paragraph 3 constitute conclusions of law, to which no response is required. To the extent that a response is required, Defendant denies each and every allegation in Paragraph 3.
4. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 4, and therefore denies same.

5. Exhibit C to the Complaint speaks for itself and a response is not required. To the extent a response is required, Defendant denies each and every allegation in Paragraph 5.

6. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 6, and therefore denies same.

7. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 7 and therefore denies same.

8. Defendant denies each and every allegation in Paragraph 8.

9. Defendant denies each and every allegation in Paragraph 9.

10. Defendant denies each and every allegation in Paragraph 10.

JURISDICTION AND VENUE

11. The allegations in Paragraph 11 constitute conclusions of law, to which no response is required. To the extent that a response is required, Defendant denies each and every allegation in Paragraph 11.

12. The allegations in Paragraph 12 constitute conclusions of law, to which no response is required. To the extent that a response is required, Defendant denies each and every allegation in Paragraph 12.

PARTIES

13. Defendant admits it is a limited liability company with a principal place of business in the State of California.

14. The allegations in Paragraph 14 constitute conclusions of law, to which no response is required. To the extent that a response is required, Defendant denies each and every allegation in Paragraph 14.

15. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 15 and therefore denies same.

16. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 16 and therefore denies same.

17. The allegations in Paragraph 17 constitute conclusions of law, to which no response is required. To the extent that a response is required, Defendant denies each and every allegation in Paragraph 17.

COUNT I-FDCPA CLAIM AGAINST OPTIO

18. With respect to Paragraph 18, Defendant repeats and realleges its answer to the allegations set forth in all of its responsive Paragraphs as if same were fully set forth at Paragraph 18.

19. The Fair Debt Collection Practices Act (“FDCPA”) speaks for itself and no response is required. To the extent a response is required, Defendant denies each and every allegation in Paragraph 19.

20. The FDCPA speaks for itself and no response is required. To the extent a response is required, Defendant denies each and every allegation in Paragraph 20.

21. The allegations in Paragraph 21 constitute conclusions of law, to which no response is required. To the extent that a response is required, Defendant denies each and every allegation in Paragraph 21.

22. Defendant denies each and every allegation in Paragraph 22.

COUNT II-GBL CLAIM AGAINST ECO SHIELD AND OPTIO

23. With respect to Paragraph 23, Defendant repeats and realleges its answer to the allegations set forth in all of its responsive Paragraphs as if same were fully set forth at Paragraph 23.

24. The allegations in Paragraph 24 constitute conclusions of law, to which no response is required. To the extent that a response is required, Defendant denies each and every allegation in Paragraph 24.

25. Defendant denies each and every allegation in Paragraph 25.

26. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 26 and therefore denies same.

27. Defendant denies each and every allegation in Paragraph 27.

28. Defendant denies each and every allegation in Paragraph 28.

29. Defendant denies each and every allegation in Paragraph 29.

CLASS ALLEGATIONS

30. Plaintiff's Complaint speaks for itself and a response is not required. To the extent a response is required, Defendant denies each and every allegation in Paragraph 30.

31. Plaintiff's First Proposed Class speaks for itself and a response is not required. To the extent a response is required, Defendant denies each and every allegation in Paragraph 31.

32. Plaintiff's Second Proposed Class speaks for itself and a response is not required. To the extent a response is required, Defendant denies each and every allegation in Paragraph 32.

33. Defendant denies each and every allegation in Paragraph 33.

34. Defendant denies each and every allegation in Paragraph 34.

35. Defendant denies each and every allegation in Paragraph 35.

- 36. Defendant denies each and every allegation in Paragraph 36.
- 37. Defendant denies each and every allegation in Paragraph 37.
- 38. Defendant denies each and every allegation in Paragraph 38.
- 39. Defendant denies each and every allegation in Paragraph 39.
- 40. Defendant denies each and every allegation in Paragraph 40.
- 41. Defendant denies each and every allegation in Paragraph 41.
- 42. Defendant denies each and every allegation in Paragraph 42.

FIRST AFFIRMATIVE DEFENSE

43. The Complaint fails to state a claim upon which relief can be granted against the answering Defendant.

SECOND AFFIRMATIVE DEFENSE

- 44. Plaintiff lacks Article III standing to pursue the allegations in the Complaint.

THIRD AFFIRMATIVE DEFENSE

45. The Plaintiff's claims alleged in the Complaint are barred by the statute of limitations.

FOURTH AFFIRMATIVE DEFENSE

- 46. Plaintiff failed to mitigate his damages.

FIFTH AFFIRMATIVE DEFENSE

47. Plaintiff's claims may be precluded, in whole or part, to the extent Plaintiff's purported damages, if any, were caused by Plaintiff's acts and/or omissions.

SIXTH AFFIRMATIVE DEFENSE

48. Plaintiff's claims may be precluded, in whole or part, to the extent Plaintiff's purported damages, if any, were caused by third parties over whom Defendant had no control or authority.

SEVENTH AFFIRMATIVE DEFENSE

49. To the extent Defendant's actions violated the law, such actions were the result of a bona fide error notwithstanding reasonable procedures designed to avoid such error(s).

EIGHTH AFFIRMATIVE DEFENSE

50. To the extent Defendant's actions violated the law, such actions were neither intentional, nor willful.

NINTH AFFIRMATIVE DEFENSE

51. Plaintiff cannot certify a class as set forth by Fed. R. Civ. P. 23.

TENTH AFFIRMATIVE DEFENSE

52. Plaintiffs' claims are barred by release, waiver, unclean hands, laches, estoppel and/or res judicata.

ELEVENTH AFFIRMATIVE DEFENSE

53. Plaintiff and the proposed class members cannot avail themselves of the Rosenthal Fair Debt Collection Practices Act.

WHEREFORE, Defendant Optio Solutions, LLC respectfully demands judgment against the Plaintiff dismissing the Complaint in its entirety together for such other, further or different relief, not inconsistent herewith, as may be just, equitable and proper, together with the costs and disbursements of this action.

DATED: October 25, 2019

LIPPES MATHIAS WEXLER FRIEDMAN LLP

/s/ Brendan H. Little

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